

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO

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PIPE FITTERS LOCAL UNION NO. 120,

Plaintiff,

v.

QWEST MECHANICAL CONTRACTORS,  
INC., et al.,

Defendants.

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CASE NO. 1:21-cv-00253

ORDER

[Resolving Doc. 70]

JAMES S. GWIN, UNITED STATES DISTRICT COURT JUDGE:

In this labor dispute, Plaintiff Pipe Fitters Local Union No. 120 moves to enforce the settlement agreement between the parties.<sup>1</sup> Before enforcing the settlement, the Court must conclude that an agreement has been reached on all material terms.<sup>2</sup> “[A]n evidentiary hearing is required where facts material to an agreement are disputed.”<sup>3</sup>

Here, there are factual disputes over an oral modification to the settlement agreement. Although all parties agree that they agreed to an oral modification, they disagree over the oral modification’s terms and duration. There is also nothing in the record showing what the damages would be for any breach of the original settlement agreement or later oral modification. Therefore, the Court holds an evidentiary to address those issues.

The Court **SETS** an evidentiary hearing via video conference for July 25, 2024, at 9:00 AM. The parties should be prepared to give evidence and/or testimony regarding the issues identified in this Order. Because the parties will have a chance to present additional

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<sup>1</sup> Doc. 61.

<sup>2</sup> *RE/MAX Int’l, Inc. v. Realty One, Inc.*, 271 F.3d 633, 645–46 (6th Cir. 2001).

<sup>3</sup> *Id.*

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evidence at hearing, the Court **DENIES** Defendants' motion to strike or for leave to file a sur-reply<sup>4</sup> in response to allegedly new evidence that Plaintiff offered in reply.

IT IS SO ORDERED.

Dated: July 11, 2024

s/ James S. Gwin  
JAMES S. GWIN  
UNITED STATES DISTRICT JUDGE

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<sup>4</sup> Doc. 70.